2005

the global voice of
the legal profession

*International Practice*

# Diploma Programme

Offered by the International Bar Association and

The College of Law of England and Wales

The College of Law
of England and Wales

# Global reach
# Global experience
# Global standard

The International Bar Association (IBA) is a dual membership organisation, comprising 16,000 individual lawyers and over 190 Bar Associations and Law Societies, which influences the development of international law reform and helps shape the future of the legal profession. More than 60 specialist Committees provide members with access to leading experts and up to date information, as well as top-level professional development and network-building opportunities through high quality publications and world-class Conferences. **www.ibanet.org**

The College of Law is Europe's largest provider of legal vocational education, providing training for thousands of trainee and qualified solicitors and barristers each year. The College runs a number of distance learning programmes, including the Open University's LLB degree programme and the Qualified Lawyers Transfer Test, the conversion course for overseas lawyers seeking to qualify as English solicitors. The College also provides continuing professional development (CPD) for the legal profession and has run international training programmes throughout the world. **www.college-of-law.co.uk**

# Global reach
# Global experience
# Global standard

Until now, no global standard existed to identify those lawyers who combine practical knowledge, experience and the sophistication to turn legal theory into invaluable advice for international clients.

The International Bar Association (IBA) and The College of Law of England and Wales have developed a new international standard of continuing legal education for lawyers with input from some of the leading city law firms.

The **International Practice Diploma Programme** is designed specifically to meet the needs of international practitioners throughout the world. Its flexible distance learning format and support structure mean that jurisdictional boundaries represent no barrier to successful completion.

Previous entrants to the programme include lawyers from every corner of the globe, from Australia and Argentina to the USA and Uruguay. Contributors to the modules include firms such as Allen & Overy, Baker & McKenzie, Debevoise & Plimpton LLP and Freshfields Bruckhaus Deringer.

**Practice Diplomas** are awarded jointly by The College of Law and the IBA to benefit lawyers who wish to move quickly to the top of their profession. If you obtain a minimum of five Practice Diplomas you will earn the **IBA Fellowship in International Legal Practice**.

# International Practice Diploma Programme

## The Practice Diplomas

The International Practice Diploma programme offers the following seven modules:

- International Business Organisations
- International Mergers and Acquisitions
- International Competition Law
- International Joint Ventures
- International Intellectual Property Law
- International Arbitration
- Human Rights Law and Practice

The module content for each is set out on pages 6 to 12 of this booklet. There are no compulsory modules on the International Practice Diploma Programme.

Additional modules will be developed over the next few years, giving rise to a comprehensive range of Practice Diplomas, each providing that global insight needed by today's international practitioner. Future modules may include:

- International Capital Markets
- Administering a Successful Law Office
- Corporate Insolvency
- Energy Law
- Computer Law

This programme will be of interest to newly qualified lawyers and of benefit to all those wishing to enhance their knowledge of particular areas of legal practice.

On successful completion of each module you will be awarded the IBA/College of Law Practice Diploma in the relevant subject area.

If you successfully complete five of the Diploma modules within a seven-year period you will earn the designation of **IBA Fellow in International Legal Practice**.

The Practice Diploma modules each run for approximately six months, starting in January and July in each year.

The 2005 modules commence on:
24 January 2005 and 25 July 2005.

*Places on each module are limited and eligible candidates will be accepted on a first come first served basis. To help you achieve the IBA Fellowship in International Legal Practice the fees are discounted by 10% for any 2nd or subsequent module you enrol in.*

## CPD Hours

The programme is accredited by The Law Society. Solicitors in England and Wales may claim up to 75% of their CPD requirement and up to 12 hours for each year in which a Diploma is undertaken.

## Study Materials

The International Practice Diploma Programme has been designed with the busy practitioner in mind and offers you the opportunity to study at your own pace, at your own time, and in a place of your own choice.

Each Practice Diploma module will comprise the following study materials:

- Distance learning manual(s) containing all relevant law and practice, case studies and / or precedents / statutory extracts
- Study Guide providing guidance on how to work with the distance learning materials; helpful sources of information; details of administration and tutor contacts; and information regarding assessments
- One Formative and one Summative Assessment.

Experts and experienced practitioners in the field have designed the materials specifically for the International Practice Diploma Programme. We recognise that studying at home brings its own challenges and requires its own kind of discipline. Our materials have been written with this in mind and we have drawn on our considerable experience to design informative and user-friendly materials.

*NB: All study materials are written in English.*

## Tutor Support

The International Practice Diploma Programme will provide you with support through The College of Law's tutor support system, enabling you to have specific subject queries answered. Simply send your queries by e-mail, post or fax and a tutor will deal with them at the first opportunity.

Dedicated group e-mail will also enable you to contact the College, providing an additional means of support.

## Scholarship

A Limited number of scholarships are available to young, deserving lawyers who require financial assistance in order to participate in the programme.

For further details please visit the IBA website at www.ibanet.org

## Assessments

Each subject is assessed by a written assessment at the end of the module. You may also submit a formative assessment, which will be marked by The College of Law's tutors and returned to you with comments to help you prepare for the summative assessment. On passing the summative assessment you will be awarded a Practice Diploma in that subject area. All assessments are written and must be answered in English.

## Eligibility

To be eligible to undertake any of the Practice Diploma modules, you must be one of the following:

- A lawyer in private practice
- An in-house counsel
- A judge
- A teacher of law at under-graduate or post-graduate level
- A person retired from any of the above occupations
- A law graduate

You should also have a standard of English language competence broadly equivalent to at least Band Score 7.00 on the International Language Testing System (IELTS). If you require further information about IELTS please contact your local British Council Office.

You do not need to be a member of the IBA to enrol on this programme although the IBA would welcome you as a member – for further information on IBA membership please contact the IBA:

International Bar Association
271 Regent Street
London W1B 2AQ, United Kingdom

E-mail: member@int-bar.org
**www.ibanet.org**

## Special Needs

If you have special requirements in relation to this programme, please enclose full details of your needs with the application form, together with any supporting medical or other evidence.

# International Business Organisations

This module teaches the fundamentals and structure of International Business Organisations by reference to the law and practice of England and Wales with comparisons and references to differing approaches taken by other jurisdictions including the law and practice of the USA.

## Introduction

- Types of business media
- Choice of business medium
- Financing a business and business names

### Partnership

- The nature of partnership
- The partnership agreement
- The partnership's liability to third parties
- Retirement and dissolution

### Company Formation

- Limited liability
- Types of company
- Setting up a company and company officers
- The company's constitution
- The *ultra vires* doctrine and its reform and pre-incorporation contracts

### Company Procedure

- Board meetings
- Shareholders' meetings
- Resolutions, notices and the elective regime

### Shareholders

- Shareholders' rights
- Classes of share
- Class rights and variation
- Minority protection

### Directors

- Types of director
- Appointment and removal
- Directors' powers and duties
- Disclosure of interests, loans and substantial property transactions
- Directors' service agreements

### Share Capital

- Types of share capital
- Types of share
- Issue of shares
- Authority to allot
- Statutory pre-emption rights and disapplication
- Transfer of shares

### Maintenance of Share Capital and Financial Assistance

- Reduction of share capital
- Purchase of own shares
- The prohibition, definition, exceptions and the 'whitewash procedure'

### Debt Finance and Security

- Types of debt finance
- Forms of security
- Fixed and floating charges
- Priority

### Insolvency

- Receivership
- Administrative receivership
- Administration
- Liquidation
- Challenging prior transactions
- Priorities

### Groups of Companies

- Advantages and disadvantages of groups of companies
- Definition of a group
- Group obligations and indebtedness

# International Mergers and Acquisitions

It is assumed that those enrolling for this module will have a knowledge of International Business Organisations. The subject matter covered in the International Business Organisations Diploma course will therefore not be covered again.

This module teaches the fundamentals and structure of International Mergers and Acquisitions by reference to the law and practice of England and Wales with comparisons and references to differing approaches taken by other jurisdictions including the law and practice of the USA.

## Types of Acquisition

Different ways of structuring an acquisition:

- Share sale or business sale
- Factors affecting choice of structure

## Basic Structure and Documentation involved in an Acquisition

- Basic structure of a share or business acquisition
- Conditional contracts
- Transaction documents

## Investigating the Target

- Investigating the target and scope of the investigation
- Role of other professionals involved
- Tools of the investigation
- Environmental matters

## Contractual Matters – Seller's Liability and Buyer's Remedies

- Express contractual protection for the buyer
- Risks
- Limitations on seller's liability
- Remedies available to the buyer
- Use of guarantees

## Employment Matters

- Rights of employees on termination of employment
- Effect of the transfer of the target business or the sale of the target company shares on the employees' contracts of employment
- Liabilities of the buyer and seller in relation to the acquisition

## The Acquisition Agreement – Business Sale

- Structure and contents of an agreement for the sale of a business

## The Acquisition Agreement – Share sale

- Structure and contents of an agreement for a share sale

## Groups of Companies

- Groups of companies, how and why
- The legal and tax consequences of the group structure

## Management Buy-outs, Management Buy-ins and Hive Downs

- Introduction to MBOs, MBIs and Hive Downs
- How MBOs differ from third party acquisitions
- Legal and tax aspects and the role of the lawyer

**Materials prepared in co-operation with Baker & McKenzie**

# International Competition Law

## Introduction

- Objectives of competition law
- Economics, policy and law in the market place
- Competition law in the EU, US and elsewhere

## Abuse of dominant or monopoly position

- Prohibited behaviour
- Market definition
- Dominance and abuse under Article 82 EC Treaty
- Monopolisation under US Sherman Act s.2
- UK Competition Act 1998 Chapter II prohibition
- Sanctions

## Anti-competitive agreements

- Overview of prohibited agreements
- Article 81 EC Treaty
- US Sherman Act s.1
- UK Competition Act 1998 Chapter I prohibition
- How to avoid a breach of the rules
- Sanctions for infringement

## Horizontal agreements

- Cartels:
    - Price fixing
    - Bid rigging
    - Market sharing
    - Other agreements between competitors
- Applying competition law to Joint Venture agreements

## Vertical agreements and restraints

- Distribution and agency agreements
- Long term supply agreements
- EU vertical restraints block exemption
- Other vertical restraints:
    - Price discrimination
    - Price maintenance
    - Predatory pricing
    - Refusals to deal
    - Others
- Practice points

## Investigation and enforcement of Competition Law

- Antitrust agencies
    - European Commission
    - US Department of Justice and Federal Trade Commission
    - National authorities in the EU and elsewhere
- Dawn raids and other investigative techniques
- Leniency programmes
- Antitrust litigation:
    - The role of the courts
    - Private enforcement in the US and elsewhere
- Jurisdiction and extra territoriality
- International co-operation
- Compliance programmes

## Merger control

- Merger notification and review
- The EC Merger Regulation
- The US Hart Scott Rodino and Clayton Acts
- Multi-jurisdictional merger review
- Remedies
- Impact of merger control on M&A transactions

## IP and competition law

- The doctrine of existence and exercise
- Interaction of competition and IP rules
- Competition law and the internet

## Modernisation of Competition Law

- Reform of EU rules
    - Regulation 1/2003
    - Replacement of the Merger Regulation
- Role of the ICN, OECD, WTO and other international organisations

## Other issues

- State aids
- Public procurement
- Interface between trade and competition rules

# International Joint Ventures

It is assumed that those enrolling for this module will have a knowledge of International Business Organisations. The subject matter covered in the International Business Organisations Diploma course will therefore not be covered again.

This module teaches the fundamentals and structure of International Joint Ventures by reference to the law and practice of England and Wales with comparisons and references to differing approaches taken by other jurisdictions including the law and practice of the USA.

## Why a joint venture?

## Introduction to international joint ventures

## Joint venture structures

- Corporate
- Shareholders' agreement
- Memorandum and Articles of Association
- Contractual
- Partnership
- Limited partnerships
- Limited liability partnerships (LLPs)
- EEIG
- Tax planning

## Capital and funding (of corporate joint ventures)

- From the shareholders
- From third parties
- Finance agreements
- Future finance
- Knowhow
- Intellectual property agreements
- Assets
- Purchase agreements

## Management structure

- The board
- Executive management
- Management agreement
- Service agreements
- Directors' duties

## Protecting a minority shareholder

- Participation in management
- Unanimity/right of veto
- Dilution
- Dividend policy
- Right to information
- Documentation: shareholders' agreement or articles
- Statutory protection

## Transfer of shares

- Pre-emption and rights of refusal
- Procedure
- 'Tag along' and 'drag along' rights
- Price determination
- Documentation: shareholders' agreement or articles

## Deadlock

- Avoidance of deadlock
- Insoluble deadlock

## Termination

- Duration of the joint venture
- Termination events
- Consequences of termination
- Intellectual property
- Restrictive covenants

## Competition and regulatory controls

- EC Merger Regulation and Article 81
- UK controls

## Planning the joint venture

- Confidentiality
- Heads of terms
- Due diligence
- Consents and clearances
- Accounting and valuation
- Employees
- Ancillary agreements

# International Intellectual Property Law

This module teaches the fundamentals and structure of International Intellectual Property by reference to the law and practice of England and Wales with comparisons and references to differing approaches taken by other jurisdictions.

## Introduction to Intellectual Property

- What is intellectual property?
- What types of intellectual property are there?
- Summary of IP rights

## Trade Marks

- Functions of a trade mark
- Why register?
- How to register and the problems that arise
- Absolute grounds for refusal
- Evidence of use to overcome absolute grounds
- Relative grounds for refusal of an application
- Publication of the application
- Protecting the mark once registered
- Infringement of a registered trade mark
- 'Well-known' foreign trade marks
- Defences to infringement
- Collective trade marks
- Infringement
- International trade marks

## Passing off

- Introduction
- The three elements of passing off
- Remedies for passing off
- Enforcement in UK of international goodwill
- Protection of goodwill worldwide

## Copyright

- What is copyright?
- Literary, dramatic, musical and artistic works
- Entrepreneurial copyrights
- Infringement of copyright
- Databases
- Copyright and IT
- Public performances - the collecting societies
- Developments in the law of copyright
- Protections of copyright internationally

## Database right

- Background
- Definition of a database
- Qualifications for the database right
- Ownership of the database right
- Duration of database protection
- Infringement of the database right
- Exceptions from the database right
- Application of the database right
- Protection of databases internationally

## Design rights

- What is design right?
- Registered design right
- Unregistered design right
- Registered and unregistered design rights
- Protection of design rights internationally

## Patents

- Introduction
- Obtaining a patent
- Patentability
- The patent specification
- Who is entitled to grant of a patent?
- Infringement
- Infringers
- Defences
- Remedies
- European patent
- Patents in other jurisdictions

## Basics of the law of confidential information

- The law of confidential information
- The elements of confidentiality
- Remedies
- A right of privacy?
- Protection of confidential information internationally

## EC Law and inellecual property rights

- Introduction
- Attempting to resolve the conflict
- Article 81 EC and the exploitation of intellectual property rights
- Patent licensing agreements and competition law
- Article 82 EC and intellectual property rights
- Articles 28 EC-30 EC and intellectual property rights
- Article 28 EC and Articles 81 EC-82 EC: relationship
- EC competition law and franchising agreements

**Materials prepared in co-operation with Howrey Simon Arnold & White LLP**

# Human Rights Law and Practice

This module teaches the fundamental information on international human rights law and the jurisprudence of universal and regional instruments, and national courts, with consideration of the role of the legal profession and systems of redress for victims.

## Part 1

### International Human Rights Law and the Role of the Legal Professions: A General Introduction.

- Origin, Meaning and Scope of International Human Rights Law.
- Business Corporations and Human Rights.
- International Human Rights Law at the Domestic Level.
- The Role of the Legal Profession in the Implementation of Human Rights.

## Part 2

### The Major Universal Human Rights Instruments and the Mechanisms for their Implementation.

- The Major United Nations Human Rights Treaties and their Implementation.
- Other United Nations Instruments.
- United Nations Extra-Conventional Mechanisms for Human Rights Monitoring.

## Part 3

### The Major Regional Human Rights Instruments and the Mechanisms for their Implementation.

- African Human Rights Treaties and their Implementation.
- American Human Rights Treaties and their Implementation.
- European Human Rights Treaties and their Implementation.

## Part 4

### The Administration of Justice during States of Emergency.

- The Notion of Public Emergency in International Human Rights Law.
- Non-Derogable Rights and Obligations in International Human Rights Law.
- Derogable Rights and the Condition of Strict Necessity.
- The Condition of Consistency with Other International Legal Obligations.
- The Condition of Non-Discrimination.
- The Condition of International Notification.
- The Role of Judges, Prosecutors and Lawyers in Ensuring the Effective Protection of Human Rights in Emergency Situations.

## Part 5

### The Protection and Redress for Victims of Human Rights Violations.

- The Notion of Victim.
- The Legal Duty to ensure the Effective Protection of Human Rights.
- The Duty to Prevent Human Rights Violations.
- The Duty to Provide Domestic Remedies.
- The Duty to Investigate, Prosecute and Punish.
- The Duty to Provide Redress for Human Rights Violations.
- The Problem of Impunity for Human Rights Violations.

# International Arbitration Law

This module teaches the fundamentals and structure of International Arbitration by reference to the law and practice of England and Wales with comparisons and references to differing approaches taken by other jurisdictions.

## The arbitral institutions

## The Arbitration Act 1996

## The UNCITRAL Model law

## The Arbitration Agreement

## Commencing the Arbitration

## Appointing the Arbitral Tribunal

## The Jurisdiction of the Tribunal

## The Powers and Duties of the Tribunal in the Arbitral Proceedings

## The Powers of the Court in the Arbitral Proceedings

## The Award & the Costs of the Arbitration

## The Powers of the Court in relation to the Award

## Recognition & Enforcement of the Award

# International Practice Diploma Programme

## Application Form 2005

**This application form can be used to enrol on the Practice Diploma Modules commencing in January 2005**

Please complete the application form and send it together with the fee to the address shown.

| FOR OFFICE USE ONLY | |
|---|---|
| Course | |
| Price | |
| Date received | |
| Entered | |
| Inv. No. | |

### Application Deadline

Applications for modules starting on 24 January 2005 should be received by The College of Law by close of business on **3 January 2005**.

Please complete **ALL** sections in **BLOCK CAPITALS**

### Applicant's details

Title: Surname/Family name:

First name(s): Date of Birth: dd / mm / yyyy

Address:

Town: County/State:

Post/Zip Code: Country:

Daytime tel no: Fax no:

E-mail: Employer:

By giving your e-mail address you give The College of Law/IBA the right to contact you by e-mail and to make your e-mail address available to other candidates on the relevant module.

**Please identify your occupation/status by ticking the relevant box below and provide the information requested in relation to the occupation/status you have selected:**

1) ☐ a lawyer in private practice
(*please insert below name and address of law firm in which you are a partner or by which you are employed)

2) ☐ an in-house counsel
(*please insert the name and address of your employer)

3) ☐ a judge
(*please insert the name and address of the court in which you sit)

4) ☐ a teacher of law at under-graduate or post-graduate level
(*please insert below name and address of your college/university)

5) ☐ a person retired from any of the above occupations, please identify the occupation from which you have retired
(*please insert below name and address of your last employer/firm or court in which you sat)

6) ☐ a law graduate
(*please insert below university, location and qualification obtained)

DETACH HERE • DETACH HERE • DETACH HERE •

IBA membership number *(if applicable)*:

I am qualified as a legal professional in (please state country): _____

I have competence in the English language broadly equivalent to Band Score 7.00 or above on the IELTS.
*(Please note that this is meant as guidance and is NOT a requirement for you to undertake the programme).*

Please identify any special needs you may have in the form of a letter with supporting information.

I wish to claim CPD hours ☐

## Subject and Examination Details

Please see pages 15-16 for booking conditions.

I wish to enrol for:

| | January 2005 *(Please tick)* | Fee (£) | Insert Fee (£) |
|---|---|---|---|
| International Business Organisations | ☐ | £450 | |
| International Mergers and Acquisitions | ☐ | £450 | |
| International Competition Law | ☐ | £450 | |
| International Joint Ventures | ☐ | £450 | |
| International Arbitration Law | ☐ | £450 | |
| International Intellectual Property Law | ☐ | £450 | |
| Human Rights Law and Practice | ☐ | £450 | |
| OVERSEAS COURIER FEE – £40 per subject (see Delivery of Study Materials page 11). | | | |
| Less 2nd or subsequent module discount/enrolment before 5 November 2004 - (£45) | | | |
| I enclose a cheque/bankers draft drawn on a branch of a UK bank payable to: **The College of Law** for £ (TOTAL) | | | |

Or I wish to pay by Mastercard/Visa/Switch/Delta.

Card No.

Valid from — 

Expiry Date — 

Switch only: Issue No.

Name and address of card holder (if different)

I acknowledge that I have read, understand and accept the Booking Conditions set out on pages 15-16 of this booklet and that the statements I have made above are true to the best of my knowledge, information and belief.

Signature: Date:

Send your completed application, together with your cheque or bankers draft (made payable to **The College of Law**) to:

Client Services, Professional Development, The College of Law, Braboeuf Manor,
Portsmouth Road, St. Catherines, Guildford GU3 1HA United Kingdom.

From time-to-time the College of Law/IBA may wish to use your details for marketing purposes and to keep you up to date about our products and services that we consider may be of interest to you. If you do not wish us to do so, please write to the Marketing Department, The College of Law, Braboeuf Manor, Portsmouth Road, St Catherines, Guildford, Surrey GU3 1HA United Kingdom.

# Booking Conditions

### Payment of Fees
Fees must be paid in full in pounds sterling upon enrolment. Cheques or banker's drafts should be drawn on a branch of a UK bank and made payable to **The College of Law** and must accompany the application form. An application for enrolment will not be accepted until full payment is received.

### Contract
The completion and submission of an application form does not constitute a contract between The College of Law/IBA and the candidate. A contract shall exist only on acceptance by The College of Law in writing of the candidate's application form and shall incorporate these booking conditions. The laws of England shall apply in all respects and the courts of England shall have exclusive jurisdiction.

### Copyright
The copyright of all study materials remains that of **The College of Law/IBA**. Such materials may not be reproduced either in whole or in part, by any method whatsoever, without permission having been given in writing by The College of Law/IBA. Once supplied, study materials become the personal property of the candidate to whom they are issued and may not be used by any other person.

### Material
The Practice Diploma module study material comprises:

- A Study Pack which includes relevant distance learning manual(s), Study Guide and a Formative Assessment
- Summative Assessment sent out after commencement of module

### Delivery of Study Materials
Your study pack will be despatched not earlier than 20, but usually no later than 10 working days before the publicised start date of the relevant module. **It is the responsibility of the candidate to check that the study pack has arrived by the relevant start date and to notify The College of Law if it has not arrived by that date**. The Summative Assessment (and any other materials as may be relevant) will be despatched by 1st class mail/airmail and by the date(s) identified in the schedule contained in the Study Guide. **It is the responsibility of the candidate to check whether the Summative Assessment has arrived by the published date and to notify The College of Law if the Summative Assessment has not arrived by that date**. Neither The College of Law nor the IBA will be responsible for any late delivery or non-delivery of the study materials or any of them save to the extent that the late delivery or non-delivery has arisen as a result of a failure on the part of The College of Law to despatch the materials by the publicised despatch dates. No appeal against a decision of the Examination Board will lie on the grounds that materials were not received by the candidate. Proof of postage is not proof of receipt of either the Formative or Summative Assessment.

The study pack is bulky and delivery may require a signature. We therefore recommend that you have the study pack delivered to your office address if possible. The fee includes postage to UK addresses. If you live abroad, the fee includes postage of the study pack(s) by Air Parcel which takes at least 7 working days after despatch to Europe and 10 working days to the USA. If you would prefer your study pack(s) to be sent to a non-UK address via a courier service, please add £40 per module.

Please note that the fee of £40 covers despatch by courier of the study materials at the beginning of the course only (i.e. study guide, manuals and formative assessment). If you require further mailings to be sent to you by courier, additional fees will be payable. Please contact the Client Services Team for details.

*NB: Courier services require a street address and not a PO Box.*

### Contents
Each module of the International Practice Diploma Programme will comprise tuition by distance learning in the substantive law areas identified on pages 6 - 12 of this brochure, as varied from time-to-time by The College of Law/IBA. Candidates will be notified by The College of Law in writing of any variations in the module content as soon as is reasonably practicable. All assessments will be examined by reference to the law as at the start date of the module except to the extent determined by the Board of Examiners. The College of Law/IBA will notify candidates of any such determination as soon as is reasonably practicable.

### Assessment Regulations
The operation of the International Practice Diploma Programme is subject to The College of Law/IBA Regulations 2002, as varied from time-to-time, a copy of which is set out in this booklet under the heading "The International Practice Diploma Programme Assessment Regulations 2002". The College of Law/IBA will notify candidates in writing of any variations to the Assessment Regulations as soon as is reasonably practicable.

### Language
All study materials and assessments are supplied in the English language only. All assessments must be written in the English language.

### Assessment Papers
Candidates will receive written comments from a College of Law tutor on their performance in the Formative Assessment only if the Formative Assessment is received by The College of Law by the date specified in the Study Guide contained in the study materials.

All Summative Assessment papers shall be the property of The College of Law. Candidates will not be entitled to see a copy of their marked Summative Assessment.

### Special Needs
Please ask for details if you think you have any special needs in relation to the study materials or assessments. If in any doubt ask anyway.

### Re-sit and Review Fees
Candidates shall pay such an additional fee to The College of Law/IBA on any re-sit pursuant to Regulation 32-36 of the Assessment Regulations, as the Programme Director (as defined in the Assessment Regulations) shall from time-to-time determine.

### Cancellation
Candidates may cancel their registration by notice in writing to The College of Law (provided such notice is received by The College before despatch of all the study pack(s), or any of them, to the candidate), whereupon the candidate shall be entitled to a refund of the fee for the module in question less an administrative charge of £50 per module. No cancellation will be permitted after the study pack(s) (or any of them) have been despatched to the candidate.

### Variation
The International Practice Diploma Programme is offered subject to demand. The College of Law/IBA reserve the right to vary the module content or cease offering any or all of the Practice Diploma Modules at their discretion prior to enrolment on any module.

# Booking Conditions
(continued)

**"Data Protection"**

The College of Law needs to hold certain personal information about its students. Information will be held in accordance with the Data Protection Act 1998 and the College's Data Protection Policy. Personal data will be used for a variety of purposes that the College considers to be of benefit to students including (but not restricted to) monitoring academic performance, statistical reporting, awarding qualifications and provision of services.

In enrolling for this course you are agreeing to the College releasing appropriate information to relevant third parties such as the IBA and other appropriate organisations or individuals. This may include providing information relating to your performance on the course.

You should note in particular that:

* Academic awards are considered to be public information and names of successful candidates will be published on open pass lists.
* Sensitive Personal Data (as defined under the Act) will not be disclosed without your specific consent.
* Information will not be released to third parties for marketing purposes.

Further details of the Data Protection Policy and related procedures are available to all students on request. Agreement to the processing of personal data is a condition of acceptance onto any course. By enrolling on the Diploma course you signify your agreement to this processing.

**Practice Rights**

**The award of a International Practice Diploma or the IBA Fellowship in International Legal Practice does not give to the successful candidate practice rights in any jurisdiction. Accordingly if a candidate wishes to practise in any particular jurisdiction he/she must conform with such admissions regulations as may be issued from time-to-time by the relevant regulatory authorities in the jurisdiction concerned.**

**CPD/CLE Credit**

**The International Practice Diploma Programme is accredited for CPD by The Law Society of England and Wales. Neither The College of Law nor the IBA give any warranty as to the status of the International Practice Diploma Programme in relation to accreditation by any national, local or regional bar association, law society, or other regulatory authority, for the purpose of any compulsory professional development/continuing education scheme to which the candidate may be subject. It is the responsibility of the candidate to check with the relevant association, society or authority as to whether the Programme is so accredited.**

# The International Practice Diploma Programme Assessment Regulations 2002

## Interpretation

**"Assessment"**
the written assessment, successful completion of which results in a pass in a Module

**"the Assessment Point"**
the submission date for Assessments, occurring biannually in July and January

**"the Board of Examiners"**
the Board of Examiners referred to in Regulation 1

**"the Chairman"**
the Chairman of the Board of Examiners referred to in Regulation 7

**"the College"**
The College of Law

**"the External Examiners"**
the persons nominated as such by the College and approved by the College's Academic Quality Council

**"the IBA"**
The International Bar Association

**"the Internal Examiners"**
the persons appointed as such by the College

**"Practice Diploma"**
the Diploma issued by the College on successful completion by a candidate of each of the Modules

**"Module"**
a Module selected by a candidate from the range of Modules available under the College/IBA International Practice Diploma programme

**"the Deputy Registrar - Professional Development"**
the person appointed as such by the College

**"the Programme Director"**
the person appointed as such by the College

**"the Reviewer"**
the person appointed as such by the College

## The Board of Examiners

1 The Board of Examiners consists of the External Examiners; the Programme Director; the Deputy Registrar - Professional Development and the Internal Examiners. The Chairman and one External Examiner are a quorum for a meeting of the Board of Examiners.

2 Where necessary a meeting of the Board of Examiners may be held using video conferencing or telephone conferencing facilities.

3 Where it is not reasonably practicable to await the next meeting of the Board of Examiners an External Examiner may exercise any function of the Board of Examiners under these Regulations.

4 Subject to Regulations 23 and 28, the decision of the Board of Examiners on any question of a candidate's performance and on any matter arising under these Regulations is final.

5 All assessment results are provisional until confirmed by the Board of Examiners.

6 The Executive Director of the IBA or his or her nominee may attend and speak at all meetings of the Board of Examiners.

7 The Programme Director is the Chairman of the Board of Examiners. The Programme Director may appoint a nominee to be the Chairman of any meeting of the Board of Examiners or to perform any function of the Chairman under these Regulations.

## External Examiners

8 The names of the External Examiners must be available to all candidates.

9 All Assessments must be submitted to an External Examiner for approval.

10 An External Examiner may inspect all Assessment papers and inspect all candidates' Assessment scripts.

11 Subject to any decision of the Board of Examiners, the decision of an External Examiner on any question of a candidate's academic performance is final.

12 The External Examiners shall produce an annual report within one month of the Board meeting relating to the January Assessment Point which covers:

12.1 the overall standards achieved by the candidates; and

12.2 the design, appropriateness and marking of the Assessments.

## Assessments

13 A candidate will be assessed in each Module by one Assessment. Candidates must type or word-process all Assessments. The College will accept posted or faxed Assessments but will not accept Assessments by e-mail.

14 Subject to any directions by the Programme Director or the Board of Examiners under these Regulations a candidate is assessed at the end of each Module at the Assessment Point.

15 A candidate who passes the Assessment passes the Module. A candidate passes each Assessment by obtaining at least 50% of the marks available for the Assessment. Subject to Regulation 19 a candidate who fails to deliver an Assessment by the specified time fails the relevant Module.

16 The Assessments must be set in the English language and must be answered in that language.

17 Each answer to an Assessment will be subject to a word limit. The word limit will be set out in the instructions to candidates issued by the College in relation to each Assessment.

## Assessment Rules

18 Candidates must comply with such instructions governing the conduct of the Assessments and other forms of assessment ("Assessment Rules") as the Programme Director may publish from time-to-time.

## Late Delivery of Assessments

19 Where a candidate fails to deliver an Assessment by the specified time the Programme Director may, if satisfied that the late delivery was caused by illness or other valid cause,

19.1 excuse the late delivery, or

19.2 allow the candidate to deliver another Assessment at such time as the Programme Director may determine; or

19.3 refer the matter to the Examination Board.

20 A candidate who wishes the Programme Director to exercise his/her powers under Regulation 19 must apply to the Programme Director in the manner prescribed under Regulation 29 normally within 14 days beginning with the date of the Assessment Point.

## Illness or Exceptional Circumstances

21 Where the Board of Examiners is satisfied that the candidate's performance in any Assessment was impaired because of illness or other exceptional circumstances, the

Board of Examiners may take such decision(s) in relation to the candidate in question as the Board thinks reasonable in the circumstances.

22 A candidate who wishes the Board of Examiners to exercise its powers under Regulation 21 must apply to the Programme Director in the manner prescribed under Regulation 29 normally within 14 days beginning with the date of the Assessment Point.

## Reconsideration by the Board of Examiners

23 Subject to Regulations 24-25 a candidate may apply to the Board of Examiners to reconsider a decision under these Regulations.

24 No application may be made for reconsideration of a decision of the Board of Examiners:

24.1 if it relates to the academic judgement of the Board of Examiners or of an External Examiner; and

24.2 unless there are new circumstances or circumstances not previously made known to the Board of Examiners.

25 Any application for reconsideration must be made to the Programme Director in the manner prescribed under Regulation 29 within 14 days of publication of the Board of Examiners' decision.

## Request for Review – Procedural Defects

26 A candidate who alleges that there was a procedural defect in the conduct of any Assessment which produced a less favourable result for the candidate may request the Programme Director to conduct a review. The Programme Director shall appoint a Reviewer to carry out the review.

27 A candidate who requires a review under Regulation 26 must apply to the Programme Director in the manner prescribed under Regulation 29 within 21 days of publication of the Board of Examiners' decision and may submit written representations in support of the request.

28 If the Reviewer is satisfied that there was a procedural defect, which produced a less favourable result for the candidate the Reviewer may make a recommendation in respect of the candidate and the Board of Examiners must review the candidate's performance in the relevant Assessment in the light of that recommendation. The Board of Examiners may then make such decision(s) as it deems appropriate.

## Applications by Candidates – Procedural matters

29 Any application by a candidate under Regulations 20, 22, 25, 27 and / or 42 must be in writing, in English, and must include:

29.1 details of the nature of the application, identifying the Regulation under which the application is made;

29.2 full details of the circumstances to be considered by the Programme Director, Board of Examiners or Reviewer as the case may be; and

29.3 such supporting evidence as may be relevant. Any documentary material submitted, if not in English, must be accompanied by an English translation.

30 On any application by a candidate under these Regulations the Programme Director, the Board of Examiners or the Reviewer, as the case may be, may require the candidate to supply such further details and supporting evidence as they may consider relevant before considering the candidate's application.

31 In considering any application by a candidate under these Regulations the Programme Director, Board of Examiners or Reviewer, as the case may be, may have regard to the candidate's performance in all previous Modules, representations made by the candidate, recommendations made by an External Examiner, and all other relevant circumstances.

## Re-sits

32 Reassessment of a failed Module is by way of a further Assessment which, subject to any contrary decision of the Board of Examiners, must be sat at an Assessment Point occuring within the period of 12 months from the publication of the results of the failed Module.

33 A candidate is entitled to re-sit a Module twice only.

34 Subject to Regulations 32 & 33 where a candidate fails more than one Module the Candidate can choose when to re-sit each Module and does not have to re-sit all failed Modules at the same Assessment Point.

35 A candidate passes a re-sit Assessment by obtaining at least 50% of the available marks.

36 A candidate who wishes to re-sit a Module must apply using the re-sit application form at least 28 days before the Assessment Point at which they wish to submit their Assessment.

## Cheating

37 A candidate who cheats or has knowingly helped another candidate to cheat in any Assessment fails the Assessment. Cheating includes copying or plagiarising the work of any other candidate and taking or attempting to take any other step likely to afford the candidate an unfair advantage over other candidates, whether before or after the Assessment Point.

38 The College may notify the IBA or such Regulatory Body as the College may decide of any finding of cheating by a candidate.

## Awards

39 The College shall award a Practice Diploma to any candidate who passes a Module.

40 A candidate who:

40.1 subject to Regulation 41 passes any five Modules within seven years of commencing the candidate's first Module and

40.2 passes all five Modules at the first attempt or first Re-sit

will be awarded an IBA Fellowship in International Legal Practice by the IBA.

41 The Board of Examiners may decide, in its absolute discretion, that there are exceptional circumstances applicable to the candidate and extend the time limit referred to in Regulation 40.

42 A candidate who wishes the Board of Examiners to exercise their powers under Regulation 41 must apply to the Programme Director in the manner prescribed under Regulation 29 within 21 days of the end of the seven year period referred to in Regulation 40.1.



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